THE TRADE AGREEMENT IN THE BUILDING TRADES

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The trade agreement at first consisted only of a memorandum specifying the rates of wages and the hours of labor. It originated with the trade unions, the organization of which invariably preceded the organization of employers in every industry. The presentation of the agreement to the employers was generally termed "a demand or request to sign the scale of prices adopted by the union." When the organizations of mechanics demonstrated their ability to interfere with the plans of the employers and cause a general cessation of work, the employers promptly organized and collectively contested the progress and demands of the unions.

The joint trade agreement was originally a treaty of peace signed between a union and an employers' association after an indecisive contest or drawn battle. The continuance of a joint trade agreement depends more upon the esteem in which the parties thereto hold each other as antagonists than upon the blind faith of the union or the employers' association in the trade agreement as an instrument of peace.

The joint trade agreement is an old document in the building trades of New York city, and the joint trade agreement of the Mason Builders' Association and the Bricklayers' and Masons' Unions has been continuously successful. In 1903, out of thirty-three unions employed in the building trades, twenty-four were working under joint trade agreements with the associations of their employers. While these trade agreements provided for the adjustment of disputes by conference, joint trade boards and arbitration, with the exception of the masons and bricklayers, it was either agreed or understood that sympathetic strikes should not be considered a violation of the provisions of the trade agreement. The trades, with the exception of that of the bricklayers and masons, therefore,

were subject to interruption and delay of work owing to sympathetic strikes. The bricklayers and masons, however, were frequently interfered with and the progress of their work delayed owing to the strikes of the other trades.

Distinctively trade disputes were adjusted in accordance with the provisions of the joint trade agreement, and trade strikes seldom occurred except at the time of the expiration of the agreement, as a result of failure on the part of the union and employers' association to agree upon the terms of a proposed new trade agreement.

In June, 1903, as the result of a three months' almost complete cessation of work, caused by disputes between unions and by a building material lockout, the association of employers in the building trades met and formed the federation which is known as the Building Trades Employers' Association. The members of this association agreed to cease work on all contracts, and the first official document issued by the Building Trades Employers' Association was an open letter, or circular, addressed to the mechanics of the building trades proposing general industrial peace through the application to all the trades of the arbitration provisions of existing trade agreements. The attention of the unions was called to the fact that for a period of eighteen years the Bricklayers' and Masons' Unions and the Masons' and Builders' Association had satisfactorily adjusted all disputes by conciliation and arbitration. The unions, generally, refused to accept the proposition of the employers, and, through the medium of disinterested parties, a conference or convention was held on July 3d and 9th, 1903. At this convention there was adopted a joint arbitration plan providing for a joint arbitration board which should have power to adjust all disputes that failed of settlement in trade boards and all disputes between unions.

The Housesmiths', Sheet Metal Workers', Hoisting Engineers and Insulators' Unions refused to accept this arbitration plan, and engaged in a contest with the Employers' Association, which lasted for a period of four months, and resulted in the signing of the arbitration plan by these unions, a victory for the Employers' Association.

In August, 1904, a five months' struggle between the Employers Association and the Carpenters', Plasterers', Electricians', Plumbers',

Tile Layers', and Stone Cutters' Unions began. These unions were locked out for alleged violation of the provisions of the arbitration plan. The remnants of the locked-out plasterers, electricians and plumbers are to-day working, employed solely by firms not affiliated with the Building Trades Employers' Association.

That the arbitration agreement of July, 1903, was crude and inadequate soon became apparent to all the trades represented on the Arbitration Board, and, in March, 1905, a convention was called for the purpose of considering amendments to the agreement. A joint committee was appointed, and this committee at an adjourned convention on April 22, 1905, reported a document that was practically a new and complete arbitration plan.

The Arbitration Board consisted of 120 representatives, two from each employers' association and two from each union. All parties to the plan hesitated to grant any power to sub-committees, and all complaints not adjusted by the secretary were presented to the General Board, and it was impossible for so large a body to give proper consideration to the parties interested in the numerous complaints presented.

An idea of the weakness of the plan of 1903 may be gained from the following brief statement of the provisions not referred to in that document but contained in the present plan of arbitration:

(1) This plan shall govern the relations between the members of the Building Trades Employers' Association and the unions employed by them in such shops or structures as were unionized or recognized as union shops on or after July 3, 1903, *i. e.*, the unions were guaranteed the undisputed possession of the privileges and rights enjoyed by them at the time the arbitration plan was first adopted.

(2) The employers agreed to employ members of the trade unions only, directly or indirectly, through sub-contractors or otherwise.

(3) At the meetings of the General Arbitration Board, a majority vote shall carry any question, except a member call for a division, when in order to carry a question or elect an officer it shall require the majority vote of the representatives of each side present and voting, and in case of disagreement a conference committee shall be appointed from each side.

(4) The cost of maintaining the General Arbitration Board and arbitration plan shall be divided equally between the Employers' Association and the unions collectively.

(5) The headquarters and the office of the secretary of the General Arbitration Board shall not be the meeting room nor the club rooms of any association of employers or employees.

(6) There shall be an executive committee consisting of twelve persons, six of whom shall be representatives of the unions and six of whom shall be representatives of the employers' associations. This committee shall meet weekly and upon the call of the secretary, and shall exercise all powers vested in the General Board except the power to amend the code of procedure for special arbitration boards. The decisions of this executive committee shall be final and binding unless disapproved by the General Arbitration Board, and the decision can only be disapproved by a majority vote of the representatives of the employers and a majority vote of the representatives of the employees.

(7) In case of failure of a trade board to adjust a trade dispute, or failure to agree upon an umpire, the controversies shall be considered by the General Arbitration Board within a period of twenty-four hours after such failure.

(8) Pending the adjustment of a trade jurisdiction dispute, the work in question shall be performed by the mechanics that the trade contractor has elected to employ upon the work. The executive committee has power to decide any dispute as to what work or jurisdiction was possessed by the unions on July 3, 1903, and in case of failure to agree this question must be referred to an umpire.

(9) Lawyers are not permitted to act as members of special boards or as counsel or advisor before any special board.

(10) The unions maintained that the original arbitration plan was a protection to the so-called unfair employer in that the members of the unions could not leave the work of members of the Employers' Association when engaged on a job where an unfair employer held a contract, and this provision was incorporated: "Where employer or employees not parties to the arbitration agreement do not perform work in accordance with the conditions established by the arbitration plan, the protection of the arbitration plan shall be removed from the job, provided the non-maintenance is proven to the satis-

faction of the executive committee of the General Arbitration Board and the dispute cannot be adjusted by it within twenty-four hours.

(11) The labor unions collectively agree that the several unions and the members of the several unions should faithfully observe and abide by the provisions of the arbitration plan.

Since the arbitration plan was signed nine out of thirty-two unions, parties thereto, have violated the provisions of the plan in which they agreed not to strike on the work of the members of the Employers' Association, and about fifty of the more than 1,000 members of the Building Trades Employers' Association have been accused of violating the arbitration plan and about thirty of violating the provisions of trade agreements. An average of twenty complaints are filed with the secretary weekly, one-half of which, or about ten weekly, are adjusted by the executive committee. The strikes called on the work of members of the employers' association as a result of non-maintenace of the arbitration plan by owners or employers not parties to the arbitration plan have been very few, not exceeding one per week.

In October, 1905, the Housesmiths' and Bridgemen's Unions, as a result of an order from the national union, called a strike on a member of the Employers' Association. They were ordered to return to work by the Executive Committee and by the General Arbitration Board, but failed to do so, and are now engaged in a general strike. They have not received the support of the unions affiliated with the arbitration plan, and the employers of the iron trade now consider the question closed.

During the year preceding the adoption of the arbitration agreement, July, 1902, to July, 1903, inclusive, there were three months of almost complete cessation of building operations, and the board of business agents called strikes on the average of one per day.

Ten members of the Employers' Association have been fined or expelled from membership for violation of the trade agreements or of the arbitration plan. The Employers' Association has power to fine its members, and each member is compelled to file a bond. These bonds vary in amount from $500 to $25,000, according to the volume of business transacted by the members.

Three violations of the arbitration plan on the part of unions by calling strikes on the work of members of the Building Trades

Employers' Association have occurred in the past eleven months. In two of these cases the unions were induced by the representatives of the other unions to obey the order of the board. In the last case, that of the housesmiths, the union refused to yield and return to work at the solicitation of the representatives of the other unions.

The employers are competent to enforce the terms of trade agreements through their ability to levy and collect fines from the membership, although organized as voluntary associations. The individual unions are competent to enforce the provisions of trade agreements upon their membership through their ability to fine, or otherwise discipline the individual members of the union. The Building Trades Employers' Association is competent to enforce the provisions of the joint arbitration plan, particularly for the reason that its members are bonded, but the unions, collectively, are incompetent to enforce the contract for the reason that they are unable to influence a union except through appeals to its officers and members.

While the international union of printers, iron moulders, longshoremen and others underwrite, or guarantee, the performance of local agreements and enter into national arbitration agreements, few of the national unions in the building trades have any power to interfere in local affairs. One of the first bonded trade agreements was that between Typographical Union No. 6 and a New York newspaper. In this case the union violated its agreement and engaged in a sympathetic strike. The employer exacted a cash bond of $5,000 as a condition of settlement.

The work of special arbitration boards has frequently been long and tedious, and the unions complain that there is too much delay. The selection of umpires has been difficult, and the men selected frequently decline to serve. Four Supreme Court judges have declined to serve for the reason that they feared they might be called upon in their official capacity to pass upon some of the questions involved and at an early date.

The desire for peace is becoming more general. The employers and unions both hesitated at first to submit to arbitration the demands for increased wages, but at present three such demands are in the hands of special boards.

The unions are showing more consideration for each other in what are commonly known as trade jurisdiction disputes. These

disputes have not resulted in a single strike since the arbitration plan was adopted in 1903, which is surprising, considering the number of jurisdiction strikes in the previous years It is also remarkable when we consider the great amount of substitution of iron products for wood and cement in various forms for wood, stone and brick. The proposition originated in the minds of the most prosperous and progressive builders of the city of New York—those who had for years been advocates of the joint trade agreements—and while it has not met with the success that its advocates anticipated, it has resulted in the maintenance of peace in 75 per cent. of the trades for a period of three years.

The plan is a most ambitious one. It would no doubt have been completely successful had it been applied a century ago in the Quaker communities of Pennsylvania. But one should consider the conditions under which it was adopted, that it was to govern the relations of employers and employees in the cosmopolitan city of New York, where some think it is idle to talk of peace amid the unending struggle for bread and the almighty dollar. All of us, however, are hopeful of a greater measure of success in the future.